

June 1, 2022

Chief of Docketing
Public Utilities Commission of Ohio
Docketing Division, 11th Floor
180 East Broad Street
Columbus, Ohio 43215-3793


RE: Natural Gas Governmental Aggregator Certification Renewal Application for the Village of Brewster (Case Number 02-1722-GA-GAG)

Attached please find the renewal application for certification as a Governmental Aggregator of Natural Gas for the Village of Brewster.

Independent Energy Consultants, Inc. is providing aggregation consulting services to the Village of Brewster and is filing this application on their behalf.

If you have any additional needs or questions, please call me at 330-995-2675 or email me at eburns@naturalgas-electric.com

Sincerely,



Eric Burns
Director, Aggregation & Sales

Attachments



Public Utilities Commission

Competitive Retail Natural Gas Service (CRNGS)
Governmental Aggregator Application

Case Number: 02 - 1722 -GA-GAG

Please complete all information. Identify all attachments with a label and title (example: Exhibit C-2 Financial Statements). For paper filing, you can mail the original and three complete copies to the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

A. Application Information

A-1. Applicant's legal name and contact information.

Provide the name and contact information of the business entity.

Legal Name: Village of Brewster
Street Address: 302 S. Wabash Ave.
City: Brewster State: OH Zip: 44613
Telephone: 330-767-4214 Website: brewsterohio.com

A-2. Contact person for regulatory matters.

Name: Eric Burns
Street Address: 215 W Garfield Rd STE 210
City: Aurora State: OH Zip: 44202
Telephone: 330-995-2675 Email: eburns@naturalgas-electric.com

A-3. Contact person for PUCO Staff use in investigating consumer complaints.

Name: Eric Burns
Street Address: 215 W Garfield Rd STE 210
City: Aurora State: OH Zip: 44202
Telephone: 330-995-2675 Email: eburns@naturalgas-electric.com

A-4. Applicant's address and toll-free number for customer service and complaints.

Street Address: 215 W Garfield Rd STE 210
City: Aurora State: OH Zip: 44202
Toll-free Telephone: 888-862-6060 Email: info@naturalgas-electric.com

B. Managerial Capability

Provide a response or attachment for each of the sections below.

B-1. Authorizing Ordinance.

Provide a copy of the adopted ordinance or resolution authorizing the formation of a governmental aggregation program pursuant to Sections [4928.20\(A\)](#), [4929.26](#), and/or [4929.27](#) of the Ohio Revised Code.

B-2. Operation and governance plan.

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section [4928.20\(C\)](#), [4929.26\(C\)](#), and/or [4929.27\(B\)](#) of the Ohio Revised Code and in accordance with [4901:1-21-16](#) and/or [4901:1-28-03](#) of the Ohio Administrative Code.

B-3. Opt-out disclosure notice.

Provide a draft copy of the opt-out notice that provides or offers automatic aggregation services in accordance with Sections [4928.20\(D\)](#) or [4929.26\(D\)](#) of the Ohio Revised Code and in accordance with [4901:1-21-17](#) and/or [4901:1-28-04](#) of the Ohio Administrative Code. The applicant must file the finalized opt-out notice in the certification case docket no more than 30 days and not less than ten days prior to public dissemination.

B-4. Experience and plans.

Describe in detail the applicant's experience and plan for providing aggregation services, including contracting with consultants, broker/aggregators, retail natural gas suppliers and/or retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of Commission rules adopted pursuant to Section [4929.22](#) and/or [4928.20](#) of the Ohio Revised Code.

As authorized representative for the above company/organization, I certify that all the information contained in this application is true, accurate and complete. I also understand that failure to report completely and accurately may result in penalties or other legal actions.



Signature

May 24, 2022

Date

Administrator

Title

Competitive Retail Natural Gas Service Affidavit

County of Stark :

State of Ohio :

Michael Miller, Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections [4905.10\(A\)](#), [4911.18\(A\)](#), and [4929.23\(B\)](#), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections [4905.10](#) and [4911.18\(A\)](#), Ohio Revised Code.
4. Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to [Title 49](#), Ohio Revised Code.
5. Applicant will cooperate fully with the Public Utilities Commission of Ohio and its staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the applicant.
6. Applicant will comply with Section [4929.21](#), Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
7. Applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.
9. The facts set forth above are true and accurate to the best of his/her knowledge, information, and belief and that he/she expects said applicant to be able to prove the same at any hearing hereof.
10. Affiant further sayeth naught.

Michael Miller Administrator

Signature of Affiant & Title

Sworn and subscribed before me this 24th day of May, 2022
Month Year

Karin K. King

Signature of official administering oath

Karin K. King, Notary

Print Name and Title



KARIN K. KING
Notary Public, State of Ohio
My Commission Expires 03-18-2024

My commission expires on March 18, 2024

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 100-12

Ordinance No. 31-2002Passed July 8, 20 02

**AN ORDINANCE AUTHORIZING ALL ACTION NECESSARY TO EFFECT A
GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM WITH OPT-OUT
PROVISIONS PURSUANT TO LAW AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ohio Revised Code (ORC) Section 4929.26, municipalities may aggregate customers within their jurisdiction in order to secure lower cost natural gas services within the municipality through the collective purchasing of natural gas services; and

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions, according to law, for the residents, businesses and other natural gas consumers in the Village who receive commodity sales service and distribution service from Columbia Gas of Ohio; and

WHEREAS, the ballot question, authorized by Ordinance 11-2002, has received at least a majority of the vote cast at the May, 2002 election; and

WHEREAS, this Council seeks to adopt the Village of Brewster Natural Gas Aggregation Program Plan of Operations and Governance, attached hereto and incorporated herein as if fully reappearing pursuant to Section 4929.26, Ohio Revised Code, for the residents, businesses and other natural gas consumers in the Village and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Brewster, State of Ohio; two thirds (2/3) all members elected thereto concurring:

Section 1. This Council finds and determines that it is in the best interest of the Village, its residents, businesses and other natural gas located within the corporation limits of the Village and who receive commodity sales service and distribution service from Columbia Gas of Ohio to establish an opt-out Aggregation Program in accordance with law in the Village. The Village is hereby authorized to aggregate in accordance with Section 4929.26, Ohio Revised Code or as otherwise provided by law, the retail natural gas usage located within the Village.

Section 2. That the Mayor is hereby authorized and directed to enter into an agreement with the selected natural gas supplier through a competitive bidding process.

Section 3. This Council finds and determines that it is in the best interest of the Village, its residents, businesses and other natural gas consumers located within the corporate limits of the Village to adopt the Village of Brewster Natural Gas Aggregation Program Plan of Operations and Governance attached hereto and incorporated herein as if fully reappearing, pursuant to Section 4929.26, Ohio Revised Code.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5. That this resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, thereof, for the reason that it is immediately necessary to contract consulting services for advice in a rapidly changing technical area, and provided it receives the necessary affirmative votes as required by the passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest period allowed by law.

Wherefore, this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Post-It® Fax Note	7671	Date 5-16-06	# of pages 1
To	Nicola	From	Kris King
Country	Buckeye	City/Village of	Brewster
Phone #		Phone #	330 767 4214
Fax #	216 927-4500	Fax #	

VILLAGE OF BREWSTER NATURAL GAS AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For additional information contact:
Eric Burns, Director, Aggregation & Sales
Independent Energy Consultants, Inc.
Ph: (330) 995-2675



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(A) Introduction

This aggregation plan has been developed in compliance with Ohio Revised Code, Section 4929.26 regarding governmental aggregation of natural gas service.

The Village of Brewster ("Village") passed the necessary resolution to place the issue of Opt-out Governmental Aggregation of natural gas on the 5/7/2002 ballot. The ballot issue subsequently passed. The Village will follow the Plan of Operation and Governance ("Plan") outlined below. The Plan was adopted after two public hearings were held in accordance with section 4929.26 (C) of the Ohio Revised Code.

(B) Operation and Governance Plan Detail

(1) Description of Services and Professional Assistance

The Village Aggregation Program ("Program") seeks to aggregate the retail natural gas loads of consumers located in the Village to negotiate favorable rates for the supply of Natural Gas. Favorable shall mean rates lower than those available to individual residents at the time. The Village may also select an offer based on beneficial terms and conditions not available through the regulated utility. Fixed-rate pricing that would provide stability, particularly during the heating season, would be an example of a beneficial condition.

With a Village population of approximately 2,100 the Program has the potential to combine residential accounts and small commercial accounts into a buying group that will be attractive to Certified Retail Natural Gas Service (CRNGS) suppliers. Participation in the Program is voluntary. Any individual customer ("Member") has the opportunity to decline to participate in the Program through an opt-out process and to return to Columbia Gas of Ohio (COH) supply or to enter into a service contract with any CRNGS supplier.

The Village will administer an opt-out aggregation program that will automatically include all eligible natural gas accounts within the Village boundaries.

Residential and small commercial natural gas customers often lack the ability to effectively negotiate natural gas supply services. The Village's Program provides them an opportunity to benefit from professional representation and bargaining power achieved through an aggregation program. The aggregation Program is designed to reduce the amount Members pay for natural gas and to gain other favorable terms of service such as price stability.

Due to the complexity of deregulation of the Natural Gas utility industry, the Village has entered into contract with Independent Energy Consultants, Inc. (Independent Energy Consultants), a PUCO certified broker and aggregator of natural gas and electricity. Among other things, Independent Energy Consultants will provide these consulting services:

- Draft and assist in maintaining the Plan of Operation and Governance.
- Lead any required Public Hearings and attend Village Council meetings upon request.

Village of Brewster Exhibit B-2 "Operation and Governance Plan"

- Assist the Village in the day-to-day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)
- Administer the Request for Proposal process, analyze supplier responses and provide recommendations for the supply agreement
- Review customer data provided by COH that would serve as the basis for an Opt-Out Notice
- Track the performance of the selected supplier, report on program participation and provide an analysis of current and future market conditions
- Write/prepare reports on a quarterly/annual basis to the Village, PUCO and Ohio Consumers' Counsel.

The Village through its consultant, Independent Energy Consultants, will seek bids and negotiate with CRNGS suppliers. The Village will not assume title to natural gas. It will not buy and resell natural gas to the Members of the program. Instead, the Village will competitively bid and negotiate a contract with a Competitive Retail Natural Gas supplier to provide natural gas supply to the Members of the aggregation program. Similarly, the Village will not handle billing or scheduling of natural gas. Those responsibilities rest with COH and selected supplier.

Only Suppliers meeting strict criteria will be considered.

- Suppliers will need to be certified by the Public Utilities Commission of Ohio
- Registered with COH to do business in their service territory. Both the certification and registration ensure that Suppliers possess the managerial, technical, and financial competence to perform the services they offer.
- Successfully completed Electronic Data Interchange (EDI) computer system testing with COH to support Governmental Aggregation Program transactions.
- Agree to hold harmless the Village from any financial obligations arising from the Program.
- The selected CRNGS suppliers will need to agree to notify the Village and negotiate with the Village at least 60 days in advance of attempting to terminate the agreement for any reasons other than (i) the scheduled end date or (ii) Force Majeure.
- The Village shall review the creditworthiness of the selected CRNGS supplier. Should the Village have concerns about the CRNGS supplier's current or projected financial stability at the time a contract is entered, the selected supplier may be required to demonstrate its creditworthiness by providing:
 - a Letter of Credit; or
 - a Parental Guaranty from a company that is deemed creditworthy; or
 - a Surety Bond.

Details of the credit type and amount will be subject to negotiation.

(2) Determination of Rates

Through the efforts of its consultant, Independent Energy Consultants, Inc., the Village will seek proposals from CRNGS suppliers. The request for proposals shall require the CRNGS suppliers to offer firm, full-requirements natural gas supply. CRNGS suppliers will

Village of Brewster Exhibit B-2 “Operation and Governance Plan”

bid by COH customer rate schedule or customer class. CRNGS suppliers will be encouraged to bid on as many natural gas accounts as possible, but it is recognized that from a practical standpoint it is not likely that bids will be received for larger commercial and industrial accounts that require individual price analysis. Furthermore, commercial and industrial customers consuming more than 5000 Ccf/year are classified as mercantile customers and are ineligible to participate in a governmental aggregation program.

The prices to be charged to Members in the Program will be set by the Mayor or his/her designee, with prior authorization from the Council. The Mayor will set prices following negotiations with the selected CRNGS supplier and receipt of a favorable offer. Members will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the Village limits. Once offers are found a table similar to the one shown below will be populated to reflect the offer rates.

Customer Class	Rate Schedule	Supplier Offer (\$/Ccf)	Term
Residential Sales Service	RS	0.4496/Ccf	through Sept 2023
General Sales Service	GS	0.4496/Ccf	through Sept 2023

Neither the Village nor the selected supplier will impose any terms, conditions, fees, or charges on any Member served by the governmental aggregation unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Member chose not to opt-out of the aggregation.

Members may terminate their agreement without penalty if they relocate outside of the Village. Members that leave for other reasons may be assessed an early termination fee by CRNGS supplier. Early termination fees are standard in most natural gas contracts. The Village will negotiate with the CRNGS supplier to ensure that any early termination fee assessed is reasonable and clearly stated in the opt-out disclosure notice.

There is no switching fee for Members leaving COH supply service to select a CRNGS supplier. Members will remain responsible for all other billable charges, such as, taxes, COH transportation charges, monthly service charge, etc.

The Village of Brewster will not accept a CRNGS supplier offer that is not favorable at the time for the majority of Members of a given customer class or rate schedule. It is, however, the individual Member’s responsibility to carefully review the price, terms and conditions of an offer to determine if the offer is in their best interest. The Village will not be responsible for any Member’s decision to remain in or opt-out of the Program.

(3) Plan for Providing Opt-Out Notice

When a successful supply offer is found the Village shall order the eligible customer list from COH. COH shall turn over the list to the Village or its consultant upon request. Once the list

is obtained, it will be shared with the selected CRNGS supplier and they will have 30 days from the Village’s receipt of the data to mail the Opt-Out Notices to all eligible Members receiving an offer.

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The selected CRNGS supplier and the Village will agree upon the format of the Opt-Out Notice and will docket a sample with the PUCO at least ten days prior to mailing it to eligible Members.

The selected CRNGS supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the natural gas account mailing address shown on COH's customer list. A Village official's name will be on the notice and it will contain the Village's name and/or logo visible on the outside of the mailer to clearly indicate to the recipient that it is a notice from the Village.

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts of numerous parties and utilize a number of resources as specified in section four of this plan.

Following acceptance of an offer by the Village, the CRNGS supplier will mail Opt-Out Notices to eligible Members receiving a favorable offer. Members will have 21 days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the Village's program. Members may also call the CRNGS supplier's toll-free recorded phone number to opt-out. The selected CRNGS supplier will not enroll those accounts opting out from the Program.

In the event that an eligible Member is inadvertently not sent an Opt-Out Notice and is omitted from the Program, the CRNGS supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

All members of the Program will also be given an opportunity to opt-out without penalty at least once every two years.

(4) Process for Determining the Pool of Customers

Under the opt-out aggregation provisions, all eligible natural gas consumers within the Village will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all ineligible customers are excluded. The review process will include the efforts of numerous parties and utilize a number of resources:

- COH will query their customer database using best efforts to capture all accounts within the Village limits.
- The Village's consultant working with the CRNGS supplier, available Village resources and publicly available material shall screen out customers who are not located within the Village limits. Those resources may include any or all of the following: Property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, Village maps, internet maps, county parcel mapping databases, and geographical information systems (GIS).
- Ineligible accounts will be screened out based on codes provided in the COH data.

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- The data shall be reviewed to see that all zip codes have been included, all streets included, all customer classes, all customer rate codes, and finally that an expected total for a community of this population was turned over.

Any potential Member who suspects they were inadvertently omitted from the Program will likely have to contact COH for an explanation. The COH customer list provided to the Village will not include customers who are already served by a CRNGS supplier, participate in PIPP, are classified as mercantile, or are in arrears with their bill payment. Because of this, the Village, its consultant, and CRNGS supplier will not be able to determine if a potential Member is ineligible or was inadvertently omitted.

Customers who have opted-off the standard customer information list are required to be included in an opt-out program assuming they meet the other eligibility requirements. If needed, the Village will request a separate list of those customers from COH so they can be given an opportunity to participate in the Program.

Customers who meet the following criteria will become Members of the aggregation program:

- Are up to date with their bill payment;
- Have not opted-out of the program;
- Are currently supplied natural gas through COH's Standard Service Offer (SSO)
- Have not chosen a natural gas supplier;
- Are not mercantile customers;
- Have not exercised their right of rescission; or
- Are not part of the Percentage of Income Payment Program (PIPP).

(5) Customer Billing Procedures

The Village will utilize the coordinated billing services of COH and the selected CRNGS supplier. Most customers are expected to receive a single bill from COH that itemizes among other things, the cost of natural gas provided by the CRNGS supplier. In some instances, particularly for commercial accounts, the CRNGS supplier may request that dual billing be used. In this case the supplier would issue a bill for their supply service and COH would issue a bill for their delivery services.

Members currently on budget billing will continue to be budget billed. COH's process will remain the same. Members wishing to start budget billing should contact COH. The process will take place in accordance with COH's policy and is not unique to the Village's Program.

Members are required to remit and comply with the payment terms of COH and/or their supplier if dual billing is used. This Program will not be responsible for late or no payment on the part of any of its members. Furthermore, slow or no payment on the part of some Members will not adversely impact the rates charged to other Members. The selected

supplier shall not charge more than 1 ½ percent per month for overdue balances owed to the selected supplier.

(6) Credit and Deposit Policies

Collection and credit procedures remain the responsibility of COH, the selected supplier and the individual Member. Members are required to remit and comply with the payment terms of COH. This Program will not be responsible for late or no payment on the part of any of its Members. The Village will have no separate credit or deposit policy.

(7) Governmental Aggregator's Customer Service Procedures and Dispute Resolution

Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability and billing should be directed to COH. They continue to read meters, handle billing and generally have the most information about a customer's account. Questions regarding the Program administration should go to the Village or Independent Energy Consultants. Unresolved disputes between Members and the supplier or COH should be directed to the Public Utilities Commission of Ohio or the Ohio Consumers' Counsel for residential accounts. Listed below is a table of local or toll-free numbers for Members to call for assistance.

Nature of Complaint	Contact	Phone Number
Service interruptions or emergencies	COH	1-800-344-4077
Service turn on/off	COH	1-800-344-4077
Billing disputes – Delivery charges	COH	1-800-344-4077
Billing disputes – Supplier charges	IGS Energy	1-877-353-0162
Joining/Leaving Program	IGS Energy	1-877-535-0162
Aggregation Program questions	Village of Brewster Independent Energy Consultants	330-767-4214 1-888-862-6060
Unresolved disputes	Public Utilities Comm. (voice)	1-800-686-7826
Unresolved disputes	Public Utilities Comm. TDD/TTY	1-800-686-1570
General information – residential	Ohio Consumers' Counsel	1-877-742-5622

(8) Members Moving Into/Within the Aggregation (New Customer)

Utility rules require that people moving into a different residence, new construction or otherwise, be assigned a new account number and be served for at least one month by the local utility before they can switch to a new supplier. The above-mentioned is an example of utility rules approved by the PUCO that will impact the operation of Brewster's aggregation program.

Residents and businesses that move into the Village will not be automatically included in the Village's Program. The Village cannot guarantee the rates, terms and conditions to Members enrolling after the initial 21-day opt-out period. Members wishing to affirmatively enroll into the Program may contact the Village or the CRNGS supplier to obtain enrollment information. There is, however, no guarantee that customers requesting such enrollment at a date outside of an opt-out enrollment period will receive the same price, terms and conditions as did the initial participants. The selected CRNGS supplier's

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decision whether or not to extend an offer will be based, in part, on the market prices at the time of request.

Members who move within the Village limits and are assigned a new account number by COH will be treated in the same manner as a new resident. They will not be automatically enrolled, but may contact the CRNGS supplier concerning re-enrollment. Once again, there is no guarantee that the CRNGS supplier will extend an offer, or an offer that is the same as that of the initial enrollees.

(9) Members Moving Within the Aggregation (Same Account Number)

The selected CRNGS supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the Village prior to the expiration of the contract term, providing that the Member notifies the CRNGS supplier of their desire to do so with thirty (30) days written notice. Moving within the Village may cause the Member to be served for a brief period of time by the local utility.

(10) Joining the Program at a Later Date

Members desiring to join the program at a later date during the midst of an ongoing supply agreement will be treated similar to Members moving into the Village. They will need to contact the Village or its supplier to obtain enrollment information. They will follow a standard enrollment approach. There is however, no guarantee that customers so doing at a later date will receive the same price, terms and conditions as did the initial Members. Suppliers are unable to hold price offerings for an unlimited amount of time, and if the community asks for such a requirement, the price offering received from suppliers will be higher to reflect the greater risk. Residents affirmatively enrolling into the Village's program will be responsible for knowing if there is a switching fee for leaving their current supplier.

In the event of a high rate of attrition from the Program or population growth within the Village, the Village may request the selected CRNGS supplier to conduct a subsequent opt-out campaign during the term of a supply agreement. If this were to occur, the Opt-Out Notice would be sent to newly eligible Members and would not be sent to anyone who had previously opted-out of the current supply agreement.

(C) Availability of Plan of Operation and Governance

The Village will maintain a copy of this Plan of Operation and Governance on file at its Administrative office. This Plan will be kept available for public inspection. It will, upon request, be copied for any existing or potential Members of the aggregation in accordance with the Village rules for copying public documents.

(D) Altering the Plan of Operation and Governance

The Village will not alter its Operation and Governance Plan in any way that would materially affect the customers of the aggregation without first providing notice to all affected Members and providing these Members the opportunity to opt-out of the aggregation

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according to the procedures established for the initial opt-out disclosure notice set forth in rule 4901:1-28-04 of the Administrative Code. In the event of a material change, the Village will provide a notice explaining the changes to the plan, and informing the Members of their right to opt-out of the aggregation without penalty, and identifying the method and time frame for the customer to opt-out.

(E) Certification Prior to Sending Opt-Out Notices

The Village will become certified as a Governmental Aggregator of natural gas (by the PUCO) prior to sending opt-out disclosure notices to potential Members of the Aggregation Program.

(F) Opt-Out Disclosure Policies

Prior to including a customer's natural gas account or accounts in an aggregation, the Village in cooperation with the selected CRNGS supplier, will provide each eligible Member a written Opt-Out Notice conforming to the requirements of Ohio Administrative Code Section 4901:1-21-17.

The Village, in cooperation with the selected CRNGS supplier, will provide each Member the opportunity to leave the program, free of charge, at least once every two years. The notice will follow the format and requirements of the initial opt-out notification and will include any changes to the price or terms and conditions of the program.

(G) Cooperation Between Natural Gas Companies and Governmental Aggregators

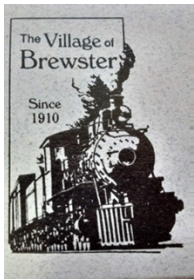
The success of the Village's Aggregation Program relies in part to the cooperation it receives from COH. In addition to other tasks, COH must turn over accurate customer data and perform the customer switching process in a timely manner. The Village will comply with O.A.C. section 4901:1-28-05, and will hold COH to its obligations under the same.

(H) Termination of the Aggregation Program

The Natural Gas Aggregation Program may be terminated upon the termination or expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated. Each individual Member receiving natural gas supply service under the Program will receive notification 45-90 days prior to termination of the Program. In the event of termination, Members in the Village aggregation program would either return to COH supply service or choose a CRNGS supplier on their own.

If the Village is unable to find a satisfactory offer at the end of an existing supply agreement, they have the option of maintaining their status as a Governmental Aggregator while they continue to seek offers for their Members.

The selected CRNGS suppliers will need to agree to notify the Village and negotiate with the Village at least 60 days in advance of attempting to terminate the agreement for any reasons other than (i) the scheduled end date or (ii) Force Majeure.



Welcome to the Village of Brewster Natural Gas Governmental Aggregation Program!

September 7, 2020

Dear Natural Gas Consumer,

The Village of Brewster has selected Volunteer Energy as its preferred supplier for its Natural Gas Governmental Aggregation Program. Under this voter approved program, Village officials bring together citizens in order to gain buying power for the purchase of natural gas from a retail supplier certified by the Public Utilities Commission of Ohio. The opt-out aggregation program is for the period spanning November 2020 through October 2023 billing cycles. **For participating members Volunteer Energy will deliver gas at a fixed rate of \$0.3781 per Ccf. Columbia Gas is still your utility and will continue to provide monthly billing and service.**

You are automatically enrolled.

As an eligible Village of Brewster resident or small business, you are automatically enrolled and **do not need to take any further steps in order to receive this negotiated rate.** Or, you may choose at this time to opt-out of the program by taking the steps outlined below. After you become a participant in the Village’s natural gas aggregation program, Columbia Gas will send a postcard confirming your selection of Volunteer Energy as your natural gas provider. As required by law, this postcard will inform you of your option to cancel your enrollment with Volunteer Energy within seven (7) business days of its postmark date. To remain in the Village’s government aggregation program, you don’t need to take any action when this postcard arrives. You will be automatically enrolled. To learn more about Volunteer Energy and the Governmental Aggregation Program please see the enclosed Terms and Conditions and Frequently Asked Questions (FAQs).

If you choose to opt-out.


You don’t need to do anything to get this exclusive rate. However, if you decide not to participate in the program, we must receive your opt-out response by September 28, 2020 either by mail or phone.

mail — Return the completed form below to:
Village of Brewster Governmental Aggregation Program
Volunteer Energy
790 Windmill Drive
Pickerington, OH 43147

phone — Call 800-977-8374 and speak directly with a Volunteer Energy representative.

Sincerely,
Village of Brewster & VolunteerEnergy

The rate provided will NOT include taxes or local utility charges. If you are already enrolled with another natural gas supplier, a cancellation fee may apply if you choose to end your agreement with that supplier. The Terms and Conditions govern your participation in the program. Please do not contact the Village of Brewster. If you have additional questions about this offer, contact Volunteer Energy. Ohio supplier certification # 02-022G(9).

 ABOUT THE PROGRAM

- Because of your community’s buying power, you’ll receive an exclusive natural gas fixed rate of \$0.3781 per Ccf effective November 2020 through October 2023 billing cycles.
- You will still receive one bill from Columbia Gas. That bill will simply list Volunteer Energy as your natural gas supplier, along with your negotiated rate.
- You will still contact Columbia Gas for all service calls and emergencies.
- Budget billing and auto payment are still available from Columbia Gas.

VolunteerEnergy.com/what-is-energy-aggregation/

AGGREGATION PROGRAM OPT-OUT FORM

☐ I do NOT want to participate in the Village of Brewster Natural Gas Governmental Aggregation Program.

Governmental Aggregation opt-out number:

EMAIL ADDRESS () PHONE

SIGNATURE REQUIRED Account Holder

PRINTED NAME DATE

ACCOUNT HOLDER’S SIGNATURE



service address:

☐ Check here if any of the information above is incorrect. Please make corrections on the back of this form.



ENERGY SUPPLY
TERMS AND CONDITIONS
KEEP FOR YOUR RECORDS

UTILITY.....	Columbia Gas of Ohio
RATE PLAN	Village of Brewster Aggregation Rate
PRICE & TERMS	Fixed rate of \$0.3781 per Ccf effective November 2020 through October 2023 billing cycles
CANCELLATION FEE	None

These ENERGY SUPPLY TERMS AND CONDITIONS have important information you need to know before you commit to natural gas service from Volunteer Energy Services, Inc. (VESI). VESI is an Ohio corporation whose customers include a variety of Ohio natural gas end users. As a natural gas supply customer of VESI, you agree to the Terms and Conditions of VESI's natural gas supply contract.

Service Arrangement: VESI's energy supply will be delivered to your residence or facility via the Columbia Gas of Ohio (COH) pipeline on a cost per Ccf basis through October 2023 billing cycle. Upon acceptance by Columbia Gas of Ohio the cost will be a fixed rate of \$0.3781 per Ccf.

Term: The term of this Agreement shall commence when accepted by VESI and shall continue through through October 2023 billing cycle unless otherwise cancelled by either party. Natural gas service will begin within 60 days of acceptance by COH. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone COH will continue to deliver VESI-supplied natural gas to your home at the agreed upon rate.

Office Locations and Hours: VESI's offices are located at 790 Windmill Drive, Pickerington, Ohio 43147 and are open from 8:30 A.M. to 4:30 P.M. E.S.T., Monday through Friday. VESI can be reached by telephone at (614) 856-3128 or toll free at 800-977-8374. Telephone service hours are from 9:00 A.M. to 5:00 P.M. E.S.T., Monday through Friday. E-mail address is sraffeld@volunteerenergy.com.

Bill Payment Process: COH will continue to bill you monthly for natural gas delivery services and also for VESI's natural gas service. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, COH may terminate your service in accordance with its company tariffs, and this agreement with VESI may be automatically terminated.

Complaint Dispute Resolution: If you have any complaints regarding your natural gas service or your monthly bill, please contact us at 1-800-977-8374. Upon request, VESI will provide you up to twenty-four months (24) of your payment history without charge. If your complaint is not resolved after you have called VESI, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Additionally, the Ohio consumers' council (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

Emergency Service Problems: If you become aware of a gas emergency condition, or experience an unanticipated loss of gas service, you should contact the COH at the telephone number listed on your gas bill.

Termination/Rescission of Agreement: You may terminate / rescind your natural gas supply enrollment with VESI within seven (7) business days of the post mark date of the confirmation postcard from COH. After the initial seven (7) business day period, either you or VESI may terminate the contract at any time by providing the non-terminating party thirty (30) days written notice of such termination, without penalty. You will remain responsible for all natural gas consumed by you prior to the actual termination of service. If your supply contract with VESI is terminated, your natural gas supply will automatically be provided by COH under its standard tariff unless or until you choose another supplier. If you voluntarily terminate participation in the Village's natural gas governmental aggregation program, you may be charged a price other than COH regulated sales service rate. **There will be no early termination fees associated with the Village's program.** Service will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by COH; (2) you move outside COH service area or to an area not served by VESI; or (3) VESI terminates your supply agreement and returns you as a customer to COH. You have the right to terminate natural gas service with VESI, without penalty, for any reason at any time.

Program Compliance: COH's deregulation program is subject to the ongoing jurisdiction of the PUCO. If the PUCO cancels the program, this contract is rendered void with no penalty to either party. The laws of the State of Ohio will govern the terms of natural gas supply.

VESI's rate excludes COH charges and taxes. Natural gas service is subject to enrollment processing timelines as determined by COH and VESI's aforementioned Terms and Conditions of Service. To be eligible to participate in the Village of Brewster's natural gas aggregation program, you must: (1) have a residence or business located in the Village of Brewster; (2) be eligible to receive natural gas from COH; (3) meet Ohio non-mercantile requirements; (4) be current with your natural gas payments or payment arrangements; (5) not be enrolled in the PIPP program; and (6) currently not taking natural gas supply service from another natural gas marketer.

If you believe you received this postcard in error or are not located in the Village of Brewster, please contact VESI to remove your account from our aggregation list.

790 Windmill Dr. · Pickerington, OH 43147 · p. 800.977.8374 · volunteerenergy.com

PLEASE COMPLETE IF THE INFORMATION ON THE FRONT OF THIS FORM IS INCORRECT

NAME *as it appears on your utility bill*

SERVICE ADDRESS *as it appears on your utility bill*

CITY STATE ZIP



Village of Brewster Exhibit B-4 "Experience and Plans"

The Village of Brewster is well versed in negotiating, contracting and providing for common services to Village residents. Some examples of experience as a service provider are:

1. Police Service
2. Fire Service
3. Parks and Recreation
4. Public Works

The Mayor, Village Council and Village Staff routinely negotiate for services and supplies that benefit the residents of Brewster. However, due to the complexity of Governmental Aggregation, the Village has hired Independent Energy Consultants, Inc. to assist them in designing, implementing and maintaining the Program. Independent Energy Consultants are:

- Certified Electric Aggregators and Brokers #04-116(9) in the State of Ohio.
- Certified Natural Gas Aggregators and Brokers #04-078(9) in the State of Ohio.
- Licensed Agent/Broker/Consultant in the State of Illinois.
- Licensed Electric and Natural Gas Aggregators and Brokers #A-17 in the State of Virginia.
- Registered Aggregators #80252 in the State of Texas.

Independent Energy Consultants, Inc. currently manages approximately 50 natural gas and electric aggregation programs that impact approximately 100 communities across Ohio. Contact information for Independent Energy Consultants is.

Independent Energy Consultants, Inc.
215 W. Garfield Road Suite 210
Aurora, Ohio 44202
Phone: 330 995-2675
Fax: 800 574-4508
Email: info@naturalgas-electric.com
www.naturalgas-electric.com

Among other services, Independent Energy Consultants, Inc. will:

- Draft and assist in maintaining the Plan of Operation and Governance.
- Lead any required Public Hearings and attend Village Council meetings upon request.
- Assist the Village in the day-to-day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.).
- Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement.

Village of Brewster Exhibit B-4 “Experience and Plans”

- Review customer data provided by Columbia Gas of Ohio that would serve as the basis for an Opt-Out Notice.
- Write/prepare reports on a quarterly/annual basis to the Village, PUCO, and the Ohio Consumers’ Counsel.

The Village of Brewster will not take title to natural gas, issue bills, read meters or staff a call center for complaints. Those functions will be provided by Columbia Gas of Ohio and the selected CRNGS supplier as detailed in Section 7 of its Plan of Operations and Governance. The Village will comply with its responsibilities as a Governmental Aggregator (ORC 4929.20) and will respond to questions concerning the Aggregation Program.

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

6/1/2022 11:10:30 AM

in

Case No(s). 02-1722-GA-GAG

Summary: Application Renewal application for certification as a governmental aggregator of natural gas electronically filed by Eric E. Burns on behalf of Village of Brewster. electronically filed by Mr. Eric E. Burns on behalf of Village of Brewster